

Electronically Recorded

Official Public Records

Tarrant County Texas

2009 Jun 04 01:26 PM

Fee: \$ 28.00

Submitter: SIMPLIFILE

D209148755

4 Pages

Suzanna Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS

COUNTY OF TARRANT

Reference is made to the Oil and Gas Lease dated effective September 14, 2006, recorded at D206295846 in the Official Public Records of Tarrant County, Texas, from **Julian M. Corbett**, (hereafter called "Lessor," whether one or more), whose address is 1226 County Road 1896, Linden, Texas 75563 and **Vargas Energy, Ltd.** (hereafter referred to as "Lessee"), whose address is 4200 S. Hulen Street, Suite 614, Fort Worth, Texas, 76109 (hereafter referred to as the "Lease").

WHEREAS, by Assignment of Oil and Gas Leases dated August 1, 2007, recorded at Instrument Number D208015102, Vargas Energy, Ltd., assigned the Lease to XTO Energy Inc.;

Whereas, the undersigned is the sole devisee of Lessor and desires along with XTO Energy Inc. to amend the Lease as follows:

The following articles are added to the Lease:

14. Operations. (a) If, at the expiration of the Primary Term, oil or gas is not being produced from the Land, but Lessee has commenced operations for the drilling of a well on the Land, or lands pooled therewith, the Lease will not terminate but will remain in effect for so long thereafter as operations are carried out with no cessation of more than 90 days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this Lease, the term "operations" means operations for any of the following: preparation for drilling, drilling, testing, completing, reworking, fracing, recompleting, deepening, plugging back, or repairing of a well in search of or in the endeavor to obtain, maintain, re-establish or enhance production of oil or gas with no cessation of more than 90 days.

(b) If after the expiration of the primary term production from any well shall cease for any cause, Lessee shall have 90 days from the cessation of production to commence, and thereafter prosecute drilling or reworking operations in a good faith attempt to restore production from the Land or lands pooled therewith with no cessation of more than 90 days, and if such operations result in production, this lease shall continue for so long as production in paying quantities continues or the lease is otherwise maintained in force.

(c) As a result of land development in the vicinity of the Land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this Lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on the Land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the Land or off of lands with which Land is pooled in accordance with this Lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the Land or lands pooled therewith, shall for purposes of this Lease be deemed operations conducted on the Land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this Lease, except as expressly stated.

15. If this Lease is extended beyond the primary term by the provisions herein, it shall remain in force as to all acreage and depths as long as there is no lapse of more than one-hundred eighty (180) days between the completion of one well and the commencement of operations of another well. If at any time the time for the commencement of the operations of a well expires without the commencement of the well, or upon the expiration of the Primary Term if the Lease is not maintained by operations, this Lease will terminate except as to the acreage included within a drilling or proration unit surrounding any well that is then producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut-in royalties (hereafter a "Retained Tract"), and as to each Retained Tract, the Lease will then terminate as to all depths below 100 feet below the stratigraphic equivalent of the base of the deepest producing formation on the Retained Tract. A well drilled but not fraced will be deemed a well capable of producing in paying quantities. The Lease will be treated as a separate lease with respect to each Retained Tract and will continue so long as production in paying quantities continues from the tract. Within sixty (60) days after the last to occur of the expiration of the Primary Term or the continuous drilling program, Lessee must file in the county records and furnish to Lessor a document designating each Retained Tract and the retained depths thereunder and releasing all other depths and acreage. If Lessee fails to file timely a required document after sixty (60) days prior written notice from Lessor, then Lessor may do so, and the filing will bind Lessee.

16. After the end of the primary term, this Lease may not be maintained in force solely by reason of shut-in royalty payments, as provided herein for any one shut-in period of more than three (3) years, or, from time to time, for shorter periods not to exceed three (3) years in the aggregate.

17. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to the Lessor the royalties provided herein within the time provided in 91.402 of the Natural Resource Code of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in 91.403 of the Natural Resource Code of the State of Texas.

Article 4(b) is deleted in its entirety and replaced with the following:

Lessor shall not be required to pay and Lessor's royalty shall not be reduced on account of or charged with the costs and expenses of production, including, but not limited to, actual drilling, testing, completing, sidetracking, reworking, recompleting, deepening, plugging back or repairing of a well. Unless Lessor exercises its right to take its royalty in kind, Lessor's royalty shall be free and clear of all costs and expenses whatsoever including expenses of separation, compression, marketing, transportation, treating or manufacturing oil or gas produced hereunder, save and except ad valorem and production taxes. Provided, however, Lessor's royalty shall be subject proportionately to any charges incurred by Lessee for compressing, treating, processing, gathering, transporting and marketing under Lessee's gas purchase contract with a nonaffiliated third party covering the sale of production from the lands included in this lease.

Lessor hereby adopts, ratifies and confirms the Lease, as herein amended and grants and leases hereby exclusively unto Lessee, the Land subject to and in accordance with the terms of the Lease as amended hereby.

Barbara Corbett Williams
Barbara Corbett Williams

XTO Energy Inc.

Edwin S. Ryan, Jr. *MR*
Edwin S. Ryan, Jr.
Senior Vice President – Land
Administration

STATE OF TEXAS }
 }
COUNTY OF CASS }

This instrument was acknowledged before me on this 29th day of April, 2009, by Barbara Corbett Williams.

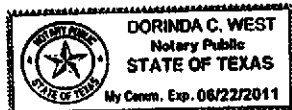


RENE HENRY
Notary Public, State of Texas
My Comm. Expires 12-11-2012

Rene Henry
Notary Public, State of Texas

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

This instrument was acknowledged before me on this 20th day of May, 2009,
by Edwin S. Ryan Jr., Senior Vice President - Land Administration of XTO Energy Inc., a
Delaware corporation, on behalf of said corporation.



Dorinda C. West
Notary Public, State of Texas